

AG Contract No. KR03-0248TRN
ADOT ECS File: JPA 02-183
Project No. HRF-CLG-0-881
TRACS No. HF 081-01C
Item No.:
Section: Martin Road Reconstruction
HURF Exchange Program

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF COOLIDGE

THIS AGREEMENT is entered into 31st March, 2003, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and CITY OF COOLIDGE acting by and through its CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-6993(g) to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Town.

3. The State has approved the exchange of \$45,000.00 Highway User Revenue Funds (HURF) in Fiscal Year 2003 to the City for the **design** of improvements to Martin Road, and such funds will be repaid to the State by withholding from the Central Arizona Association of Governments (CAAG) federal funds and the obligation authority for federal funds in the amount of \$54,925.00 in Fiscal Year 2003.

4. The State has approved the exchange of \$255,000.00 in Highway User Revenue Funds (HURF) in Fiscal Year 2004 to the City for the **construction** of improvements to Martin Road, and such funds will be repaid to the State by withholding from the Central Arizona Association of Governments federal funds and the obligation authority for federal funds in the amount of \$311,240.00 in Fiscal Year 2004.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows

NO. 25929
Filed with the Secretary of State
Date Filed: 03/31/03

Janice K. Brewer
Secretary of State

By: Tim J. Graenewald

II SCOPE OF WORK

1. The City will:

a. Provide design documents of the improvements contemplated for Martin Road to the State. Provide the State suitable documentation of design together with invoices.

b. Be responsible for any additional funds required for design of the Project, and for any claims for extra compensation for whatever reason. Comply with all applicable State laws, rules and regulations.

c. Invoice the State in an amount not to exceed \$45,000.00 for reimbursement for the costs of design.

d. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for any additional funds required to complete the Project, and for any contractor claims for extra compensation due to delays or whatever reason.

e. Invoice the State for thirty percent of the Project construction cost, at the start of construction.

f. Invoice the State for thirty percent of the Project construction cost, at the sixty percent Project construction completion stage, and for thirty percent of the Project cost at the ninety percent Project construction completion stage.

g. Upon final project review, by the Town, CAAG, and the State representatives, invoice the State for the remaining ten percent of the Project construction cost at the one hundred percent project completion stage.

h. Be responsible for any additional funds required for construction of the Project, and for any claims for extra compensation for whatever reason. Comply with all applicable State laws, rules and regulations.

2. The State will:

a. Within 30 days after receipt and approval of a design invoice, advance the Town in an amount not to exceed of \$45,000.00 in HURF funds for design.

b. Within 30 days after receipt and after award of construction project, advance the Town an amount not to exceed thirty percent of the total construction amount.

b. Within 30 days after receipt and approval of construction invoices at the thirty percent and sixty percent construction completion stage, advance the Town HURF funds in the thirty percent amount of \$76,500.00 for construction.

c. Within 30 days after receipt and approval of construction invoices for the remaining ten percent of the Project construction, advance the Town HURF funds in the final ten percent amount of the \$25,500.00 for construction.

d. Withhold from CAAG, federal funds and the obligation authority of federal funds \$54,925.00 in Fiscal Year 2003 for design.

e. Withhold from CAAG, federal funds and the obligation authority of federal funds in the amount of \$311,240.00 in Fiscal Year 2004 for construction.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no liability under this agreement. The Town assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, cost over-runs and claims. It is agreed that the State's participation is confined solely to advancing highway user revenue funds; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the Town and that the Town hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the Town, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of said Project, provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, unless assumed by another governmental entity, may be canceled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue – Mail Drop 616E
Phoenix, AZ 85007
FAX (602-712-7424)

City of Coolidge
City Clerk
Box 1498
Coolidge, AZ 85228


8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF COOLIDGE

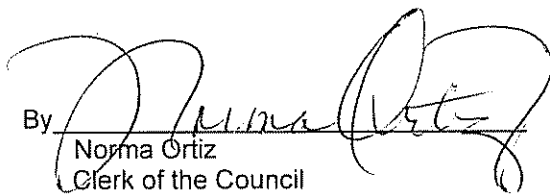
STATE OF ARIZONA

Department of Transportation

By 
WILBUR WUERTZ
Mayor

By 
DALE BUSKIRK, Acting Division Director
Transportation Planning Division

ATTEST

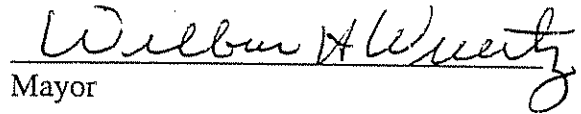
By 
Norma Ortiz
Clerk of the Council

RESOLUTION NO. 03-08

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF COOLIDGE, COUNTY OF PINAL, AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF DEFINING RESPONSIBILITIES FOR THE EXCHANGE OF HURF FUNDS FOR THE DESIGN AND CONSTRUCTION OF IMPROVEMENTS TO MARTIN ROAD.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Coolidge, is hereby, authorized and directed to execute and deliver an Intergovernmental Agreement between the State of Arizona acting through the Department of Transportation and the City of Coolidge for the purpose of defining responsibilities for the exchange of HURF Funds for the design and construction of improvements to Martin Road.

PASSED AND ADOPTED by the Mayor and Common Council of the City of Coolidge this 10th day of March, 2003.


Mayor

ATTEST:


City Clerk

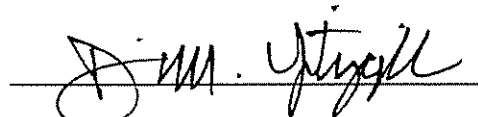
APPROVED AS TO FORM:


City Attorney

APPROVAL OF THE CITY OF COOLIDGE ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF COOLIDGE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement

DATED this 10th day of March, 2003


City Attorney